



Maryland's Human Services Agency



**STATE OF MARYLAND
St. Mary's County Department of Social Services
23110 Leonard Hall Dr
Leonardtown, MD 20650**

INVITATION FOR BIDS (IFB)

FOR

**After Hours Crisis Line Services
DHR AGENCY CONTROL NUMBER: SMCDSS/CWS 10-002-S**

IMPORTANT NOTICE: *Prospective Bidders who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this IFB can be sent to them. Any prospective Bidder who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.*

In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). eMM registration is free. The eMM website is www.eMarylandMarketplace.com.

The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.

NOTICE TO BIDDERS: Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids.

Issued: **July 20, 2010**



Maryland's Human Services Agency



KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Invitation for Bids

After Hours Crisis Line Services

ADPICS NUMBER: N00R0400214

IFB Issue Date: *eMaryland Marketplace – (issue date)*
DHR Webpage – (issue date)

IFB Issuing Office: Department of Human Resources
St. Mary's County Department of Social Services

Procurement Officer: Jill Potts
Phone: (240) 895-7117
Fax: (240) 895-7176
eMail: jpotts@dhr.state.md.us

Bids are to be sent to: St. Mary's County Dept. of Social Services
23110 Leonard Hall Drive, 2nd floor
PO Box 509
Leonardtown, MD 20650

Pre-Bid Conference: Friday July 30, 2010 at 10:00 am
Joseph Carter Building
St. Mary's County Dept of Social Services
Russell Conference Room

Closing Date/Time: 4:00 pm, Monday August 9, 2010

Bid Opening: Tuesday August 10, 2010 at 11:00 am

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Bid/Proposal Number: SMCDSS/CWS10-002-S entitled After Hours Crisis Line Services

I. If you are not bidding, please indicate why:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not in our business line.
- ☐ We lack experience in the work / commodities required.
- ☐ The scope of work is beyond our current capacity.
- ☐ We cannot be competitive. (Please explain below.)
- ☐ The specifications are either unclear or too restrictive. (Please explain below.)
- ☐ Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- ☐ Time for completion is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Please explain below.)
- ☐ Doing business with Government is simply too complicated.
- ☐ Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in the Remarks section below)
- ☐ Other:

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL

Vendor Name: _____ Date: _____
Contact : _____ Phone: _____
Address or
email: _____

THANK YOU!!!

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SECTION I. OBJECTIVE OF INVITATION FOR BIDS

1.1 Summary Statement

The St. Mary's County Department of Social Services (SMCDSS) intends to acquire contractual human services for the purpose of providing After Hours Crisis Line coverage for St. Mary's County. These services are necessary in order to respond to calls from the St. Mary's County Control Center, Maryland State Police, St. Mary's County Sheriff's Department, or other community agencies and individuals after normal SMCDSS working hours, including weekends and holidays. These calls deal with potential crisis situations, which involve children who are alleged to be abused, neglected, or at risk, adults who are in need of protection, children or adults in foster and adoptive homes certified by the agency, or homeless persons. In some instances, individuals in danger may have to be removed from their homes and placed in temporary safe alternative living situations. The Contract will be for a two year period of time, beginning on or about December 1, 2010 to November 30, 2012, with a one-year option to renew at the State's sole discretion. Only one award is anticipated as a result of this Solicitation.

1.2 Issuing Office

The sole point of contact in the State for purposes of this IFB is the issuing office presented below:

Jill Potts, Procurement Officer
St. Mary's County Dept. of Social Services
23110 Leonard Hall Drive, 2nd floor
PO Box 509
Leonardtown, MD 20650
Jpotts@dhr.state.md.us
Phone (240)-895-7117
Fax (240)-895-7176

1.3 Pre-Bid Conference

A Pre-Bid Conference will be held on **Friday July 30, 2010 beginning at 10:00 am** in the Joseph Carter Building, St. Mary's County Dept of Social Services, Russell Conference Room; 23110 Leonard Hall Drive; Leonardtown, Maryland 20650.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by 3:00 pm July 28, 2010, all potential Bidders planning to attend call the Procurement Officer (ref. Section 1.2) or send an e-mail

with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least 5-days notice of such need and DHR will make reasonable efforts to provide such special accommodation.

As promptly as is feasible subsequent to the Conference, a summary of the Pre-Bid Conference, list of Conference Attendees, and all questions and answers known at that time will be made available to all prospective Bidders known to have received a copy of this IFB, free of charge, via the DHR web page, www.dhr.state.md.us.

1.4 Questions and Inquiries

Written questions from prospective Bidders will be accepted by the Procurement Officer (ref. Section 1.2) prior to the Pre-Bid Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Bid Conference. No substantive question will be answered prior to the Pre-Bid Conference. Additionally questions, both written and oral, will be accepted from the prospective Bidders at the Pre-Bid Conference and will be answered at this conference or in a subsequent transmittal, which will be posted on the Department's website and *eMaryland Marketplace*.

Questions will also be accepted subsequent to the Pre-Bid Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the Bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor will be distributed to all prospective Bidders who are known to have received a copy of the IFB.

Subsequent to the Conference, additional pre-bid questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

Should a potential Bidder identify alleged ambiguities in the specifications or Contract provisions included in the IFB, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Bidder must request clarification from the Procurement Officer prior to the Bid due date. Failure to do so may prevent consideration of a future protest (see COMAR 21.10.02.03).

1.5 Bid Closing Date

The original, to be so identified, and two (2) copies of each Bid must be received by the Procurement Officer (ref. Section 1.2) by **4:00 pm Monday August 9, 2010** in order to be

considered. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer (ref. Section 1.2). Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F. Oral, electronic mail, and facsimile Bids will not be accepted.

1.6 Bid Modification or Withdrawal

Bids may be modified or withdrawn by written notice received in the issuing office before the time and date for Bid opening indicated in Section 1.8.

1.7 Acceptance of Bid Duration and Content

At the option of the Department, sections of this IFB may be included by reference in any resulting Contract. Bids are to be valid for 120 days following the closing date for Bid receipt in response to this IFB. This period may be extended by written mutual agreement between the vendor and the requesting State organization.

1.8 Bid Opening Date

Time: 11:00 am

Date: Tuesday August 10, 2010

Place: St. Mary's County Department of Social Services
23110 Leonard Hall Drive; Leonardtown, MD 20650

Unless specified otherwise Bids will be opened publicly.

1.9 State Project Manager

The State Project Manager for this Contract is:

Jeanne Schmitt, Assistance Director for Services
St. Mary's County Department of Social Services
23110 Leonard Hall Drive, 2nd floor
PO Box 509
Leonardtown, MD 20650
Jschmitt@dhr.state.md.us
Phone (240)-895-7170
Fax (240)-895-7099

After Contract award, this person will serve as the sole point of contact for the Contractor in regards to the Contract resulting from this IFB.

1.10 Glossary of Terms

Adult Protective Services

A social services program to assist vulnerable adults who are unable to provide for their basic living needs or access necessary professional services, or protect their own interests and are subject to abuse, neglect, exploitation, or self-neglect. Service provision is normally limited to six (6) months in which time risk is reduced. Adult Protective Services makes every effort to stabilize the vulnerable adult in the adult's own home within the community through community support services that reduce risk factors.

AHCL

After-Hours Crisis Line Services

Bid

The response by a Bidder to an IFB issued by a procurement agency to obtain goods or labor.

Board of Public Works (BPW or Board)

The Board consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater.

Case Worker/Social Worker

The local Department of Social Services' agency case manager or social worker assigned to a client of the Agency. The Case Worker is responsible for the development and implementation of a case plan to meet the client's permanency goal.

Child Protective Services

The purpose of Child Protective Services (CPS) is to stop and prevent child abuse and neglect through the investigation of child abuse and neglect; and initiation of protection and other services for children who are believed to have been abused or neglected; parents or other adults having permanent or temporary care, custody, or responsibility for supervision of abused or neglected children; and household or family members of abused or neglected children.

Code of Maryland Regulations (COMAR)

The codification of regulations which implement State law. COMAR is published by the Maryland Secretary of State, Division of State Documents. COMAR can be accessed online at: <http://www.dsd.state.md.us/comar/>

Contractor

The company or organization awarded a Contract resulting from this Invitation for Bids.

Department of Budget and Management (DBM)

DBM's major responsibilities concern the budget of Maryland state government. DBM

ensures that current fiscal needs are met, strives for efficiency in State government and, through evaluation and study of economic conditions, makes plans to meet future needs. DBM serves as the State's central personnel agency, and is the principal procurement agency over DHR.

Department of Human Resources (DHR or Department)

The Department of Human Resources is Maryland's fourth largest state agency and serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. DHR directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted, and administers federally funded programs such as Child Support, Family Investment, Food Supplement Program, and Medical Assistance.

Firm Fixed-Price Contract

A fixed price contract that provides a price that is not subject to adjustment because of variations in the contractor's cost. COMAR 21.06.03.02.

Invitation for Bids (IFB)

The within solicitation, whether attached or incorporated by reference, used for soliciting bids from Bidders pursuant to State procurement statutes and regulations (COMAR 21.05.02).

Local Director

The head of the St. Mary's County Department of Social Services.

State Fiscal Year

July 1 of one year to June 30 of the following year

St. Mary's County Department of Social Services (SMCDSS or Agency)

The local entity responsible for administering the social service and public assistance activities within St. Mary's County, pursuant to Human Services Article, Title 3, Subtitle 2 of the Annotated Code of Maryland.

SECTION II. GENERAL INFORMATION

2.1 Purpose

The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting Bids to meet the requirements for contractual services described herein.

2.2 Amendments to the IFB

If it becomes necessary to revise any part of this IFB, amendments will be provided to all vendors who received the initial IFB or are known to have subsequently received the IFB. Acknowledgment of the receipt of all amendments, addenda, and changes issued will be required from all vendors receiving the IFB in the Transmittal Letter accompanying the Bid. Failure to acknowledge receipt does not relieve the Bidder from complying with all terms of any such amendment.

2.3 Amendment or Cancellation of the IFB

The State may amend or cancel this IFB, in whole or in part, at any time before the opening of the Bids. All prospective Bidders who were sent the IFB or otherwise are known by the procurement officer to have obtained this IFB will be notified of any amendment or cancellation.

2.4 Bid Acceptance

The State reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this IFB, to waive minor irregularities in Bids, or to allow the Bidder to correct a minor irregularity if the best interest of the State will be served.

By submitting a Bid in response to this IFB, a Bidder shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB unless otherwise clearly noted and explained in its Bid as an attachment to the transmittal letter as required in Section 4.3. A Bid that takes exception to these terms may be rejected.

2.5 Additional Information

Vendors who submit Bids may be required to make individual presentations to State representatives in order to clarify their Bids.

2.6 Incurred Expenses

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a Bid, including making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

2.7 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's Bid to meet the requirements of the IFB.

2.8 State Supplied Services and Facilities

1. St. Mary's County will make the Assistant Director for Services or designee available for consultation to the selected vendor at all times, 24 hours per day, 7 days per week. All required intake forms will be provided to vendor.
2. SMCDSS logistical and staff support may be provided for extreme crisis situations during regular AHCL work times.

2.9 Working Hours and Location

Services under this Contract shall be performed during the following hours:

- Monday afternoon to Friday morning- 5:00 P.M. to 8:00 A.M. = 60 hours per week
- Weekends - Friday afternoon to Monday morning - 5:00 P.M. to 8:00 A.M. = 63 hours per week
- Legal State Holidays (**Attachment I**) and State Government Service Reduction Days –8:00 AM to 5:00 PM.

Contractor shall provide coverage for occasional events when the State is closed for all staff events, inclement weather or in the event of an Executive Order of the Governor to close State operations. One to two times a year it may be necessary for the SMCDSS to close during normal business hours for events such as All Staff Meetings or an All Staff Retreat day. The Contractor will be notified one week in advance in those instances.

All services will be performed in St. Mary's County. If the report of a crisis cannot be handled over the phone, the Crisis Line worker must respond to the location of the person in danger. This location may be anywhere in St. Mary's County.

2.10 Contract Term

The Contract awarded as a result of this solicitation shall be for a period of 2 years. It shall begin on or about December 1, 2010, or the date approved by the Board of Public

Works and end November 30, 2012; however, if the term does not start on December 1, 2010, the Contract will last for 2 years.

2.11 Multi-Year Contract

- A. The required services are needed for the entire Contract period.
- B. A fixed price shall be given for the service and the fixed price shall be in accordance with the Bid Form (**Attachment A**). Bidders shall submit a price for the entire time of performance, including the option period.
- C. The multi-year Contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The Project Manager shall notify the Contractor on a timely basis if the funds are not available for the continuation of the Contract for each succeeding fiscal period.

2.12 Options

The Contract will contain an option to renew upon the same base period Contract terms and conditions, for an additional one year. Exercise of the renewal option will be solely at the discretion of the State. The price for the option year will be as provided on the Bid Form (**Attachment A**).

2.13 Bid/Proposal Affidavit

The Bid/Proposal Affidavit, **Attachment B**, must be completed by all Bidders responding to this IFB and submitted as a part of the vendor's Bid. This affidavit includes affirmations for commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial and political contribution disclosure.

2.14 Public Information Act Notice

Bidders should give specific attention to the identification of any portions of their Bids other than the Price Bids which they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

2.15 Contractor's Responsibilities

The State will enter into a contractual agreement with the selected Bidder. The selected Bidder shall be responsible for all services as required by this IFB. Subcontractors are

prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior written approval of the State.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

2.16 Corporate Registration

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. Failure to do so may result in an otherwise successful Bid being deemed unacceptable.

2.17 Contract Affidavit

The Contract Affidavit (**Attachment C**) must be completed and submitted by the selected Bidder when notified of the recommendation for award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

2.18 General Contractual Conditions

Any Contract resulting from this IFB shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the Services Contract (**Attachment D**) and the Contract Affidavit (**Attachment C**).

Prior to award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

2.19 Contract Type

The Contract that results from this IFB shall be a firm fixed-price Contract in accordance

with COMAR 21.06.03.02.B (2).

2.20 Terms of Payment

The successful vendor shall bill the Department monthly by the 10th of the month following the month of service using the Sample Invoice (**Attachment J**). Payment shall be made based on 1/12 of each annual contract amount.

Funding for any Contract resulting from this IFB is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract. The Contractor may recoup any withheld payments by providing all past due deliverables along with a written corrective action plan explaining how the Contractor intends to avoid future delinquencies.

Invoices must be addressed to:

Jill Potts, Procurement Officer
St. Mary's County Department of Social Services
PO Box 509
Leonardtown, MD 2065

All invoices must (at a minimum) be signed and dated in addition to including the vendor's mailing address, the vendor's Social Security number or Federal Tax ID number, the State's assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

2.21 Electronic Funds Transfer (EFT)

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Bidder shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Attachment E**) upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and

include the reason for the exemption.

2.22 Procurement Method

This procurement is being conducted in accordance with COMAR Title 21.05.02, Procurement by Competitive Sealed Bidding.

2.23 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB.

2.24 Compliance with Law

By submitting a Bid in response to this IFB, the vendor, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Bid in response to the IFB, the vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

2.25 Contract Award

Award of a Contract, will generally be made within one hundred-twenty (120) days after the closing date for submission of Bids and shall be subject to appropriate Federal and State approvals. The Contract shall be awarded to the responsible Bidder whose Bid meets the specifications set forth in the Invitation for Bids and provides the lowest price. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in their Bid that a partial or progressive award is not acceptable.

2.26 eMaryland Marketplace (eMM) Registration

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website (www.dhr.state.md.us) for transmitting the IFB and associated materials, the summary of the Pre-Bid Conference, Bidder's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

In order to receive a Contract award from the State, a vendor must be registered on eMaryland Marketplace. Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the

prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and Maryland local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases Maryland local government issued solicitations via the Internet without leaving your desk.

Note: *eMaryland Marketplace* registration is active for one year and must be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future bid opportunities.

2.27 Protests

A vendor may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

2.28 Certification Regarding Lobbying

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in connection with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each bid must include a completed Certification Regarding Lobbying (**Attachment F**).

2.29 Confidentiality

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any

purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required under §10-611 et. seq., State Government Article, and Title 1, Subtitle 2, Human Services Article - Maryland Annotated Code and COMAR 07.01.07.

Nothing in this Agreement shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Agreement so long as that statistical data does not identify any recipient of such services.

2.30 False Statements

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement Contract a person may not willfully;
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

2.31 Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.

2.32 Insurance Requirements

Workers' compensation -- The contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must be provided within 10 working days after recommendation of award.

The following type(s) of insurance and minimum amount(s) of coverage are required:

General Liability - The Contractor shall maintain the following minimum insurance protection for liability claims arising as a result of the Contractor's operations under this Contract.

Standard Insurance Service Office

Commercial General Liability, Occurrence Form:

Commercial general liability, with a minimum of \$1,000,000 per occurrence and \$3,000,000 in aggregate

Motor vehicle liability of not less than \$100,000 combined single limit per accident

Professional liability with a limit of at least \$1,000,000 per incident and \$3,000,000 aggregate for each occurrence

Upon execution of a Contract with the State, current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State.

The State shall receive written notification of non-renewal and/or cancellation from the issuer of the insurance policies at least sixty days before the expiration of said policies. Notice shall be sent to the State Project Manager. In the event the State receives a notice of non-renewal and/or cancellation, the Contractor must provide the State Project Manager with an insurance policy from another carrier at least thirty days prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the contract being terminated for default.

2.33 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation. **(See Attachment G - Living Wage Requirements and Affidavit of Agreement). If the Bidder fails to complete and submit the required Living Wage documentation, the State may determine a Bidder to be not responsible.**

Effective September 27, 2010, Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$12.28 per hour**, if State contract services, valued at 50% or more of the total value of the contract, are performed in the **Tier 1 Area**. If State contract services, valued at 50% or more of the total value, are performed in the **Tier 2 Area**, a Bidder shall pay each covered employee at least **\$9.23 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a **Tier 1 Area or Tier 2 Area** of the State. The **Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore counties, and**

Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been determined to be a Tier **2** contract.

Additional Living Wage information pertaining to reporting obligations may be found by going to the DLLR website – <http://www.dllr.state.md.us> and clicking on Living Wage.

Note: The Living Wage rates are subject to annual adjustments by DLLR.

2.34 Hiring Agreement

By submitting a Bid in response to this solicitation, the Bidder agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (**Attachment H**). The Hiring Agreement is to be executed by the Bidder and delivered to the Procurement Officer within ten (10) business days following receipt of Notice by the Bidder that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

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SECTION III. SPECIFICATIONS

3.1 Background

The St. Mary's County Department of Social Services (SMCDSS) has the responsibility of administering social services programs that protect the children, families, and citizens of St. Mary's County. These services must continue during those times beyond the SMCDSS normal business day (8:00 a.m. to 5:00 p.m.) and includes weekends and legal State holidays and closures. As such, the successful Bidder will provide on call After Hours Crisis Line (AHCL) support in response to calls from the St. Mary's County Control Center, Maryland State Police, Sheriff's Department, or other community agencies and individuals after normal working hours. These calls deal with potential crisis situations that must be responded to immediately. During the period July 1, 2008 to June 30, 2009, our AHCL responded to 249 calls, of which 211 were handled over the phone, and 38 calls were handled in the field.

3.2 Objectives

The St. Mary's County Department of Social Services is dedicated to building and strengthening community partnerships that support and protect individuals and families, and that provide opportunities to attain stability and economic independence. The purpose of this IFB is to coordinate services with our community partners to help support and protect individuals and families in St. Mary's County during after normal business hours, as outlined in the Scope of the Project.

3.3 Scope of the Project

The SMCDSS must continue to assure that the necessary AHCL coverage is provided in St. Mary's County and provided by a competent contractor in order to protect the citizens of the county. Following is a description of the required services that must be performed by the successful Bidder.

A. After Hour Crisis Services

1. Respond to all crisis calls after regular/normal SMCDSS office hours, which involve children who are alleged to be abused, at risk or neglected; adults who are in need of protection; children or adults in foster and adoptive homes certified by the agency; and homeless people. Responding to a crisis call will include: receiving calls, determining the necessary action required and following through with the required action.
2. Receive calls from the St. Mary's County Control Center, Sheriff's Department, or the Maryland State Police and obtain as much specific information as possible over

the telephone and make additional calls to the person in danger or the complainant as necessary to help make decisions whether immediate action is required.

3. Receive calls/contacts from SMCDSS social workers regarding on-going cases that may require follow-up action or clarification during AHCL hours. Historically, this has occurred about three times per year.
4. Record all information, regardless of the response required, and deliver or fax the information to designated SMCDSS personnel by 9:00 a.m. the next regular SMCDSS workday.
5. Protective services cases require an immediate physical response to the location of the person in danger. An assessment must be made to determine the potential danger to the person and the need for a medical examination. The Contractor will interview other persons in danger, family members, or other pertinent people, and after consultation with his or her supervisor, decide the appropriate action to be taken.
6. The Contractor has the prerogative of requesting escort or assistance from one of the local law enforcement agencies when a crisis call is received from St. Mary's County Control Center, Sheriff's Department or the Maryland State Police that indicates: 1) there is a question of worker safety; 2) a child will need placement; 3) there is possible criminal assault or abuse; or 4) there are unsafe conditions of another nature.
7. Family members must be notified if removal from the home is necessary. Alternate placement possibilities (i.e. relatives, friends, foster homes, shelters etc.), the appropriateness of alternate placement, and transportation of the person to such placement must be considered.
8. Exploration of all possible resources to assist the homeless person or their family is needed if immediate action is needed in a homeless situation. The AHCL Contractor will then assist the person in obtaining resources, make arrangements for placement at a shelter or in a motel (if no other resources are available), and may make arrangements for food at a restaurant or grocery store with various community resources, such as Three Oaks Shelter, Catholic Community Services, and Helping Hands. The State Project Manager (see Section 1.9) will be available 24 hours a day to provide consultation with the Contractor regarding this type of assistance. A referral is made to SMCDSS the next business day for all homeless actions involving individuals or families.
9. On occasion, crisis situations involving foster children and foster homes on open SMCDSS cases arise. Every effort should be made to resolve the issue by the next workday. A full written report is due to the SMCDSS the next workday for required

follow-up action by the SMCDSS.

10. Attendance in court at emergency shelter care hearings and adjudicatory hearings may be required. Attendance at these proceedings may occur outside of the regular on-call schedule. Last year, there was only one such occurrence that required the attendance of the Contractor.
11. Contacts with various community resources should be established to assist SMCDSS residents in crisis situations, including, at a minimum: Maryland State Police; St. Mary's County Sheriff's Department; St. Mary's Hospital; Patuxent River Naval Air Station medical facilities; Walden-Sierra; Three Oaks Shelter; Angel's Watch Shelter; motels, etc.

B. On-Call AHCL Availability and Accessibility

In order to respond quickly to any potential situation, the Contractor must be available at all designated times by means of a pager/beeper or telephone by emergency personnel. All equipment and supplies, such as pagers, cell phones, transportation, and child safety seats shall be supplied by the Contractor at their expense.

3.4 Requirements

A. Bidder Requirements:

1. Bidders shall have a minimum of six months of prior experience providing crisis line response services.
2. Crisis Line Workers shall have a bachelor's degree from an accredited college or university in an appropriate behavioral science such as: child development, sociology, social work, psychology, counseling, criminology, juvenile justice, human growth and development, human services, mental health or human resources management that includes at least thirty (30) credit hours in human services or human development and have had six (6) month prior experience as human service caseworker dealing with crisis situations.
3. Crisis Line Workers shall have completed mandated pre-service training and passed a competency test in accordance with Human Services Article, § 4-301 (**Attachment N**) of the Annotated Code of Maryland prior to Contract award.

B. Contractor Requirements:

The Contractor shall:

1. Perform all required services as specified in Section 3.2 of this IFB in order to

protect the citizens of St. Mary's County.

2. Provide qualified staff to be on call and available at the times specified in Section 2.9 of this IFB.
3. Have an office located either in St. Mary's County or within 20 miles of the St. Mary's County boundary in order to respond quickly to any potential crisis and be knowledgeable of local resources that may be needed in performance of crisis/placement efforts.
4. Assess the nature of all calls received and decide if immediate action is required in a protective service matter. The Contractor's staff must be prepared to respond to the location of the person in danger, with assistance from law enforcement personnel, if appropriate.
5. Respond by phone to any potential crisis call from the State Police, Sheriff's Department, or Control Center, within 30 minutes of notification.
6. Make a decision regarding each situation and if removal of a person from potential danger is warranted, take the necessary steps to accomplish this effort, and explore alternate placement resources.
7. Decide if the potential problem can be resolved over the telephone or via communications with other involved agencies or individuals, negating the need for field investigations.
8. Comply with all local, state and federal regulations regarding the provisions of services under this Contract, including confidentiality of records and information.
9. Appear at emergency shelter care hearings and/or adjudicatory hearings, when necessary. This is an infrequent occurrence, and has not been required for the past 2 years. This service shall be provided under this contract at no additional cost to SMCDSS.
10. Complete a written report on each crisis line call/report received, regardless of the response required, and submit to appropriate SMCDSS personnel by 9:00 a.m. the next regular SMCDSS workday. The written report shall contain all information collected during the assessment of the situation.
11. Provide monthly coverage and statistical reports to SMCDSS, (**Attachment K**) including the number and types of cases handled, and the hours required for each service.
12. Submit Monthly Static Log Report (**Attachment L**) to SMCDSS, which shall

contain the total number of calls received, number handled over the phone and hours spent, number handled in the field and hours spent, and the nature of the call – child protective service, adult services, child foster care or homeless.

3.5 Deliverables

All deliverables shall be submitted to the Procurement Officer (see Section 1.2) by the dates indicated below:

1. Monthly Invoice (**Attachment I**) by no later than the 10th of the month following the report month.
2. Monthly schedule of coverage (**Attachment K**) shall be received ten (10) calendar days prior the coverage period beginning.
3. Static Log Report (**Attachment L**) shall be received no later than the 10th of the month following the report month. The monthly log report will include the total number of calls received, number handled over the phone and hours spent, number handled in the field and hours spent, nature of the call – child protective services, adult services, child foster care or homeless.
4. Report of all daily crisis line contacts by no later than 9:00 a.m. the next regular SMCDSS workday.

Failure to submit any of the required deliverables within the timeframes identified may result in termination of any Contract awarded through this IFB or reduction / withholding of Contract payment as identified in Section 2.20 of this IFB.

3.6 Contractor's Project Manager

The Contractor shall designate an individual to serve as the Contractor's Project Manager. The Contractor's Project Manager shall be available to discuss the day-to-day operations of the project over the phone on a monthly basis; as well as attend any meetings pertaining to the same twice per year. Meeting dates, times and location will be provided in advance of meetings.

3.7 Post-Award Orientation Conference

Within two weeks after BPW approval, the State's Project Manager (Section 1.9), the Contractor and/or the Contractor's Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the

Post-Award Orientation Conference will be indicated to the successful Bidder.

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SECTION IV. REQUIREMENTS for BID PREPARATION

4.1 Bid Submission

An original, to be so identified and two (2) copies of the Bid must be received by the Procurement Officer by **4:00 pm Monday, August 9, 2010** in order to be considered.

All Bids must be labeled as follows:

- NAME OF BIDDER
- SEALED BID – St. Mary’s County Department of Social Services
- SOLICITATION TITLE: After-Hours Crisis Line Services
- AGENCY CONTROL NUMBER: SMCDSS/CWS/10-002-S
- BID DUE DATE & TIME: August 9, 2010 4:00 pm
- PROCUREMENT OFFICER: Jill Potts

4.2 Checklist

The Checklist (**Attachment M**) must be completed and placed at the front of the Bid. The Checklist is included for the benefit of Bidders to ensure that all documents pertaining to this IFB are completed and included with the Bid. The failure of a Bidder to complete accurately and submit the required documents will result in a determination that the Bid is not responsive and will be rejected in accordance with COMAR 21.06.02.03.

4.3 Transmittal Letter

A Transmittal Letter prepared on the vendor's business stationery should accompany the Bid. The purpose of this letter is to transmit the Bid; therefore, it should be brief. The letter shall contain the title of the solicitation and include the Bidder’s name, federal tax identification or social security number, and address. If you have registered with eMaryland Marketplace, please include your eMM registration number. An individual, who is authorized to bind his firm to all statements, including services and prices, contained in the Bid must sign the letter. The letter must also acknowledge any addenda to the IFB that were received.

A Bidder shall be deemed to have accepted all the terms, conditions, and requirements in this IFB unless otherwise clearly noted as an attachment to the Transmittal Letter. A Bid that takes exception to these terms may be rejected.

4.4 **Single Step Sealed Bidding**

Each vendor shall complete a Bid Form (**Attachment A**), which states the prices proposed in response to the IFB. When determining prices, consider the appropriate Living Wage Requirements, if applicable.

In addition to the Bid Form, all Bidders are to submit the following documentation with their Bid:

1. **Understanding the Problem:**

This section should contain the Bidder's analysis of the environment in which the proposed work or solution will be implemented.

2. **Compliance with IFB Specifications**

The Bidder shall include a detailed Work Plan that clearly shows how the Bidder will fulfill the procurement objectives. The Bidder shall describe how the proposed services or product will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section. The Work Plan shall be prepared in the same sequence as **Specifications Section III as follows:**

- **Scope (Section 3.3)**
- **Requirements (Section 3.4)**
 - A. **Bidder Requirements (Section 3.4 A)**
 - B. **Contractor Requirements (Section 3.4 B)**
- **Deliverables (Section 3.5)**
- **Contractor's Project Manager (Section 3.6)**
- **Post Award Orientation Conference (Section 3.7)**

3. **Qualifications:** Bidders must submit a description of their qualifications to clearly show any related experience the Bidder has providing services of a similar nature. If the Bidder is an individual, any related education and/or training shall also be included.

4. **Key Personnel:** This section should include job descriptions and individual resumes for staff designated by the Bidder as being its Key Personnel who are to be assigned to this project if the Bidder is awarded the Contract. **The Bidder's Key Personnel identified in the Bid are considered to be essential to the work being performed under this IFB.** Indicate the role or assignment that each individual is to have in this project. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Department of its intent at

least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal or greater ability, qualifications and experience.

5. References:

The Bidder must supply three (3) professional references to support the Bid. Reference letters are to be submitted by the reference source directly to the Bidder in a separately sealed envelope for inclusion with the Bidder's bid. Reference letters should include the solicitation number, Bidder's name and speak to the Bidder's qualifications, character, service provided, performance (when performance occurred, dollar value, whether contract requirements were met on time and in budget, were contract goals met), etc.

The State shall have the right to contact any reference of its choosing as part of the evaluation process including references not provided by the Bidder but otherwise known by the Department.

NOTE: References from DHR or SMCDSS Personnel are not acceptable.

6. Other State of Maryland Contracts

As part of its Bid, each Bidder is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract the Bidder is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the Contract
- The term of the Contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State Contracts will be considered as part of the IFB.

7. Financial Responsibility and Stability

This section shall contain information to show that the Bidder has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Examples of information that may be used to demonstrate requisite responsibility and stability include:

- a) Audited financial statements (for Bidder only) for the past three years,
- b) Dunn and Bradstreet report and rating,
- c) Line of Credit, or
- d) Evidence of adequate working capital.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

In addition, the Bidder shall describe any docketed or adjudicated civil or criminal litigation over the previous five (5) years.

All financial information that is not otherwise publicly available, received in response to this section will be maintained as confidential information releasable only to those evaluating the Bid. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

8. Forms:

Include in the Bid 2 originals original of each of the following forms:

- a) Bid/Proposal Affidavit (**Attachment B**)
- b) Certification Regarding Lobbying (**Attachment G**)
- c) Living Wage: Affidavit of Agreement (**Attachment I**)

4.5 Order of Submission

**Each Bid must include the following documents in the following order.
Each document must be completed and the original signed in blue ink.**

Document	Attachment # or IFB Section	# Required	Special Instructions
Completed IFB Checklist	M	1	Complete with original copy of Bid
Transmittal Letter	4.3	1	Must be signed by authorized person
Bid Form	A	1	Signed by same person as Transmittal
Understanding the Problem	4.4.1	1	Must contain an analysis of work environment
Compliance with IFB Specifications	4.4.2	1	Must include detailed Work Plan in order as prescribed
Bidder's Qualifications	4.4.3.	1	Must submit Documentation of crisis line experience and proof of required education
Key Personnel	4.4.4	1	Must include resumes of key staff persons
Reference Letters (3)	4.4.5	1	Must be in separately sealed envelopes and submitted with Bid
Other State Contracts	4.4.6	1	Must list all contracts within the past 5 years
Financial Responsibility and Stability	4.4.7	1	Must include at least 1 of the 4 criteria
Bid Proposal Affidavit	B	2	Both must have original signatures
Certificate Regarding Lobbying	F	2	Both must have original signatures
Living Wage – Affidavit of Agreement	G	2	Both must have original signatures

SECTION V. EVALUATION PROCEDURES

5.1 Bid Opening and Evaluation

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. Bids shall be available for public inspection after opening and before award of the Contract, except for material designated as confidential by the vendor.

All vendors' Bids received by the closing deadline will be evaluated by the Procurement Officer.

5.2 Reciprocal Preferences

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement Contracts, many other States do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Bidder whose principal office or principal base of operations is in another State submits the most advantageous Bid, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible responsible Bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Bidder submitting a Bid for a State project shall attach to the Bid a copy of any current statute, resolution, policy, procedure or executive order of the Bidder's resident State that pertains to that State's treatment of nonresident Bidders.

5.3 Qualifying Bids

The vendor must assume full responsibility for addressing all necessary technical and operational issues in order to meet the requirements of the IFB.

The Procurement Officer shall first review each Bid for compliance with the mandatory feature requirements in Section III (Specifications) and with all other necessary requirements of this procurement. Failure to comply with any mandatory requirement will normally disqualify a vendor's Bid.

5.4 Bid Evaluation and Award

The Contract will be awarded to the responsible Bidder, whose Bid meets the specifications set forth in the Invitation for Bids and provides the most favorable bid price. The State reserves the right to make the award by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in his Bid that a partial or progressive award is not acceptable.

Contract awards resulting from the IFB are subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

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SECTION VI. APPENDICES

Attachment A	Bid Form
Attachment B	Bid/Proposal Affidavit (complete and submit with Bid)
Attachment C	Contract Affidavit (to be completed by successful Bidder only upon notification of selection for award)
Attachment D	Contract (sample only - to be completed by successful Bidder only upon notification of selection for award)
Attachment E	Electronic Funds Transfer Form
Attachment F	Certification Regarding Lobbying (must be submitted with the Bid)
Attachment G	Living Wage: Affidavit of Agreement (complete and submit with bid)
Attachment H	Hiring Agreement (to be completed by successful Bidder only upon notification of selection for award)
Attachment I	Schedule of State Holidays
Attachment J	Sample Invoice
Attachment K	Monthly Coverage Schedule (Sample)
Attachment L	Monthly Static Log (Sample)
Attachment M	Checklist for Bid Preparation
Attachment N	Human Services Article. §4-301